

## PATENT AGREEMENT

Contract No. \_\_\_\_\_, is a subcontract under a NASA prime contract between the California Institute of Technology and the National Aeronautics and Space Administration.

CONTRACTOR:

FOR:

- (a) In consideration of the above-identified Contract, and for other good and valuable consideration, I agree to:
- (1) Disclose promptly and fully to the California Institute of Technology, hereinafter referred to as the Institute, or any individual, corporation, or Governmental agency which the Institute may specify, all inventions, discoveries, innovations, improvements, and other matters, whether or not patentable, that I solely, or jointly with others, conceive or actually reduce to practice in the performance of work pursuant to the above-identified Contract;
  - (2) Execute all documents, including assignments of all patent and patent-related rights I may have in matters disclosed pursuant to subparagraph (1), above, and supply all additional information which the Institute, or its designee, requests and deems necessary or desirable in order to obtain patents in the United States and foreign countries, or to perform its patent obligations to others;
  - (3) Refrain from disclosing, prior to notice to the Institute and compliance with policies and procedures of the Institute relating to publications, copyrights, and the release of information to the public, any information relating to the performance or the results of work performed pursuant to the above-identified Contract to any person other than my associates in the performance of such work, my employer, the Contracting Officer for Contract NAS7-1260 or authorized representative, or employees or designees of the Institute; and I further understand and agree that nothing contained in this Patent Agreement shall affect my obligation to adhere to the applicable requirements of the Espionage Act, United States Code, Title 18, or other laws and regulations bearing on the security of information relating to work pursuant to the above-identified Contract.
- (b) I understand that performance of the obligations I have assumed hereunder is conditioned upon the payment of costs incident thereto by the Institute, its designee, or others; and that patent applications on subject matter I disclose pursuant to this Agreement may be abandoned at any time.
- (c) I further understand that if the Institute receives revenue from patents on inventions assigned to it by me pursuant to this Agreement in excess of administrative costs, I shall share in such net revenue according to the established and announced patent policy of the Institute as it applied to Institute employees on the date of this Agreement.

- (d) In my performance of services pursuant to the above-identified Contract, I understand that the Institute shall have no liability to me whatsoever, except as provided herein or arising pursuant to the above-identified Contract.
- (e) I certify that I am not, nor will I voluntarily become, a party to a contract, or subject to a law, regulation, or other obligation which will conflict with or otherwise interfere with fulfillment of the obligations I assume under this Patent Agreement.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

Accepted:

**California Institute of Technology**

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)